APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
APR 2 9 2004
John A. Clarke, Executive Officer/Clerk
By D. Geter, Deputy

Glendon W. Miskel (SBN 069794)
JOHNSON & MISKEL
2330 Marinship Way, Suite 230
Sausalito, California 94965-2800
Telephone: (415) 332 0222

Attorneys for Plaintiff
MICHAEL McKAGAN p/k/a DUFF

Zia F. Modabber (SBN 137388)
Nayssan L. Parandeh (SBN 180398)
KATTEN MUCHIN ZAVIS ROSENMAN
2029 Century Park East, Suite 2600
Los Angeles, CA 90067
Telephone: (310) 788-4400

Attorneys for Plaintiff
SAUL HUDSON p/k/a/ SLASH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SAUL HUDSON p/k/a SLASH, an individual, and MICHAEL McKAGAN p/k/a DUFF, an individual, individually and on behalf of GUNS N' ROSES, a California General Partnership,

Plaintiffs,

vs.

W. AXL ROSE, an individual, and DOES 1 through 40, inclusive,

Defendants.

CASE NO. SC081543

COMPLAINT FOR:

(1) **BREACH OF WRITTEN CONTRACT;**

(2) **BREACH OF FIDUCIARY DUTY;**

(3) **UNFAIR COMPETITION**

(4) **INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**

(5) **DECLARATORY RELIEF;**

(6) **CONSTRUCTIVE TRUST;**

(7) **CONVERSION;**

(8) **UNJUST ENRICHMENT; AND**

(9) **ACCOUNTING**

PATRICIA L. COLLINS
Judge _____ Dept. B
Initial Status Conference & OSC Re: Proof of Service Set AUG 11 2004 at 8:30 a.m.
1725 Main Street, Santa Monica Courthouse

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

On August 31, 1995, Axl Rose sent a letter to Slash and Duff, the other members of the Guns N' Roses partnership, stating that:

> This will serve as notice ... [that] effective ... December 30th 1995, I will withdraw from the partnership.

Despite having left the partnership, Axl continues to claim ownership over the assets of the partnership and, among other spiteful acts, whimsically refuses to license Guns N' Roses music and recordings. His capricious actions are motivated by a conflict of interest and not only deprives the fans of Guns N' Roses music, but the Guns N' Roses partners of the fruits of their labor.

After deciding to leave one of the most successful rock 'n roll bands in history – and conveniently availing himself of the benefit of the contractual right to perform under the "Guns N' Roses" band name – Axl refuses to live with the consequences of his voluntary departure, costing the Guns N' Roses partnership millions of dollars to date.

By this lawsuit, the actual remaining members of the Guns N' Roses partnership seek compensation for the harm suffered as a result of Axl's misconduct. They also seek a judicial declaration and injunction confirming that Slash and Duff – and only Slash and Duff – own and control all partnership assets.

INTRODUCTORY ALLEGATIONS

1. At all times mentioned herein, Slash Hudson p/k/a Slash ("Slash") was, and continues to be, an individual residing in the State of California.

2. At all times mentioned herein, Michael McKagan p/k/a/ Duff ("Duff") was, and continues to be, an individual residing in the State of California.

3. At all times mentioned herein, Guns N' Roses ("GNR") was a California General Partnership, doing business in the State of California.

4. Plaintiffs are informed and believe, and on that basis allege that at all times mentioned herein, Axl was an individual doing business in the State of California and a former partner in GNR.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

5. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as DOES 1 through 40, inclusive, and sue those defendants by such fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities when obtained.

6. Each defendant is, and at all times herein mentioned was, the agent of all other defendants, and each of them, and in doing the things herein alleged was acting within the scope of his or her agency and authority.

FACTS COMMON TO ALL CAUSES OF ACTION

7. In, or around 1985, Axl, Slash and Duff, along with other individuals, formed the original GNR. From 1985 until 1992, GNR did business as a general partnership.

8. By 1992, Axl, Slash and Duff were the only partners that remained as members of GNR (the partnership shall be referred to hereafter as the "Original GNR").

9. On, or around September 1, 1992, Axl, Slash and Duff entered into a written partnership agreement defining the rights, of the Original GNR partners, and obligations entitled "Memorandum of Agreement" ("Agreement"). A copy of the Agreement is attached hereto as Exhibit "A."

10. Among other things, the Agreement provided that Axl would own the rights to the name "Guns N' Roses" if he was expelled or voluntarily withdrew from the partnership.

11. On August 31, 1995, Axl sent Duff and Slash a written notice informing them that he intended to withdraw from the partnership, effective December 30, 1995. A copy of the notice of intent to withdraw is attached hereto as Exhibit "B." That notice included Axl's statement that "I intend to use the name 'Guns N' Roses' in connection with a new group which I will form." Axl later formed a new GNR band that did not include Slash or Duff ("Axl's GNR"). Because Axl owned the exclusive right to use the name "Guns N' Roses," Slash and Duff could no longer perform under the name "Guns N' Roses" after December 30, 1995. However, Slash and Duff remained, and still remain, as the only members of the Original GNR, and own and control all Original GNR partnership assets.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

12. After Axl withdrew from the Original GNR partnership, he hired a variety of musicians who have performed with him using the "Guns N' Roses" name. However, the Original GNR Partnership continued after Axl's withdrawal.

13. After Axl's withdrawal, Slash and Duff were the sole persons entitled to manage the affairs of the Original Guns N' Roses Partnership as the "Remaining Members." Axl has attempted to go on with a solo career using the name "Guns N' Roses," but Axl's GNR has not released any albums.

14. Under the terms of the Agreement, upon his withdrawal from the Original GNR partnership, Axl was deemed a "Terminated Partner," and his right to participate in or make decisions regarding partnership business matters ended. As a "Terminated Partner," Axl was entitled to receive "solely" certain specified shares of income which were described in the Agreement.

15. Despite his voluntary withdrawal from Original GNR, Axl has wrongfully claimed continuing partnership rights, including: (a) a continuing right to participate in Original GNR decisions and management; (b) a veto right with respect to the exploitation of the Original GNR assets, which include film, video, licensing, and certain master recordings; (c) the right to act as the sole spokesman for the Original GNR partnership with respect to the ongoing relationship with Geffen Records ("Geffen") and the exploitation of Original GNR recordings and songs; and (d) the right to control of Original GNR partnership files, legal files, business records and other assets.

16. The ongoing partnership rights claimed by Axl after his withdrawal are inconsistent with his rights as a "Terminated Partner" and exceed those partnership rights that Axl would have enjoyed even if he had not withdrawn from the GNR partnership. Under the terms of the Agreement, as a continuing partner Axl did not have a veto right or the authority to solely control the partnership assets. The Agreement states that "All partnership decisions shall require the affirmative votes of Axl and Slash. If Axl and Slash become deadlocked on any issue, then such issue shall be decided by a person designated by the majority of Axl, Slash and Duff." (Exh. A, Agreement ¶3.)

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

17. Accordingly, Slash and Duff hereby seek, among other things, a judicial declaration that following his voluntary withdrawal from Original GNR in 1995: (a) Axl had, and presently has, no right to participate in Original GNR partnership decisions and management; (b) Axl had, and has, no veto right with respect to the exploitation of the Original GNR partnership assets, including film, video, licensing, and certain master recordings; (c) Axl is not the spokesman for the Original GNR partnership with respect to the ongoing relationship with Geffen and the use of the Original GNR recordings; and (d) Axl is not entitled to control and possession of the Original GNR partnership files and business records. Plaintiffs further seek an injunction against Axl and his representatives and other agents and employees, directing them to discontinue making such claims in the future.

18. Plaintiffs also seek damages from Axl for the harm and expense that has resulted from his false claim of entitlement to powers that are not authorized by the Agreement and for any secret profits which he has made as a result of his improper activities, all as alleged herein.

FIRST CAUSE OF ACTION

(Breach of Written Contract)

19. Plaintiffs incorporates by reference, paragraphs 1 through 18, above, as though fully set forth herein.

20. Under the terms of the Agreement, Axl agreed to accept certain compensation and to relinquish specific rights and controls as a partner upon his withdrawal from the partnership.

21. Axl breached the Agreement by continuing to claim that he is entitled to exercise a partner's rights, and extraordinary veto powers and exercising such phantom rights and powers even though he withdrew from the band and ceased to be a member of the Original GNR.

22. Axl further breached the Agreement by interfering in the issuance of synchronization and other licenses which would have brought significant income to the partnership and by continuing to claim and receive extraordinary licensing fees and other income with respect to partnership assets even though Axl is no longer a partner. Specifically, (a) improperly claiming the right to participate in Original GNR partnership decisions and management; (b) asserting an unauthorized veto right with respect to the exploitation of Original

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

GNR partnership assets, including film, video, licensing, and certain master recordings; (c) wrongfully claiming the authority to be the spokesman for the Original GNR partnership with respect to the ongoing relationship with Geffen and with respect to the issuance of licenses for use of Original GNR recordings; (d) wrongfully claiming a right of equal control and possession of Original GNR partnership files, business records and other assets; (e) wrongfully blocking the issuance of synchronization licenses for use of Original GNR performances which were requested for the films "Black Hawk Down," "Just Married," "We Were Soldiers," "Death to Smoochy," "Old School" and others, which resulted in the loss of income to the partnership of over $1,000,000; (f) with respect to the request for a synchronization license for "Black Hawk Down," Axl wrongfully and unreasonably rejected the request for a license to use the original version of "Welcome To The Jungle," and instead offered to license for his own profit his re-recorded version of the same song;(g) in 2003 wrongfully demanding and receiving for himself, and to the exclusion of his former partners, a separate $100,000 "creative producer's fee" in exchange for agreeing to a license for the use of the song "Paradise City" in the movie "Real Cancun;" and (h) refuses to authorize the Original GNR's business manager to submit a royalty examination identifying over $6 million in wrongfully withheld royalties.

23. Plaintiffs have performed all conditions, covenants and promises required on their part to be performed in accordance with the terms and conditions of the Agreement.

24. As a result of Axl's breach of the partnership Agreement, Plaintiffs have been damaged in a sum presently unknown, but in excess of this Court's jurisdictional limit. Plaintiffs will seek leave of Court to amend this complaint to state the exact amount of damages when it has been ascertained.

25. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

SECOND CAUSE OF ACTION

(Breach of Fiduciary Duty)

26. Plaintiffs incorporate by reference paragraphs 1 through 25, above, as though fully set forth herein.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

27. At all times mentioned herein, Axl, whether as a partner or former partner, owed a fiduciary duty to Plaintiffs to treat them with the highest degree of good faith and honesty.

28. Axl has breached his fiduciary duty to Plaintiffs, by among other things: (a) improperly claiming the right to participate in Original GNR partnership decisions and management; (b) asserting an unauthorized veto right with respect to the exploitation of Original GNR partnership assets, including film, video, licensing, and certain master recordings; (c) wrongfully claiming the authority to be the spokesman for the Original GNR partnership with respect to the ongoing relationship with Geffen and with respect to the issuance of licenses for use of Original GNR recordings; (d) wrongfully claiming a right of equal control and possession of Original GNR partnership files, business records and other assets; (e) wrongfully blocking the issuance of synchronization licenses for use of Original GNR performances which were requested for the films "Black Hawk Down," "Just Married," "We Were Soldiers," "Death to Smoochy," "Old School" and others, which resulted in the loss of income to the partnership of over $1,000,000; (f) with respect to the request for a synchronization license for "Black Hawk Down," Axl wrongfully and unreasonably rejected the request for a license to use the original version of "Welcome To The Jungle," and instead offered to license for his own profit his re-recorded version of the same song;(g) in 2003 wrongfully demanding and receiving for himself, and to the exclusion of his former partners, a separate $100,000 "creative producer's fee" in exchange for agreeing to a license for the use of the song "Paradise City" in the movie "Real Cancun;" and (h) refuses to authorize the Original GNR's business manager to submit a royalty examination identifying over $6 million in wrongfully withheld royalties.

29. Plaintiffs have been damaged as a result of Axl's breach of his fiduciary duties to them in an amount that exceeds the jurisdictional limit of this Court. Plaintiffs presently cannot ascertain the exact amount of damages which they have sustained as a direct and proximate result of Axl's various breaches, but will seek leave of Court to amend this complaint to state the exact amount of damages when it has been ascertained.

30. Defendant Axl Rose's actions were malicious, fraudulent and oppressive, and undertaken in conscious disregard of Plaintiffs' property rights. Plaintiffs are therefore entitled

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

to an award of punitive and exemplary damages in an amount sufficient to punish Axl and deter him from similar future conduct.

31. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

THIRD CAUSE OF ACTION

(Violation of the Unfair Competition Law, Business & Professions Code § 17200, et seq.)

32. Plaintiffs incorporate by reference paragraphs 1 through 31, above, as though fully set forth herein.

33. The partnership assets created prior to December 30, 1995 are extremely valuable to the partnership in that they generate substantial income in the form of licensing fees. Various third parties regularly request, and are generally granted, licenses to use the partnership assets in exchange for certain fees.

34. Axl, however, began fraudulently and unfairly interfering with the issuance of such licenses for use of GNR performances which were requested for the films "Black Hawk Down," "Just Married," "We Were Soldiers," "Death to Smoochy," "Old School" and others. Specifically, with respect to the request for a synchronization license for "Black Hawk Down," Axl fraudulently held himself out as having the authority to deny such license and rejected the request for a license to use the original version of "Welcome To The Jungle." Instead, he offered to license for his own profit and to the exclusion of the Original GNR partners his own re-recorded version of the same song. Because of Axl's conduct, the license request was denied.

35. Axl's conduct was, and remains, both unfair and fraudulent pursuant to Section 17200 of the Business and Professions Code because he is disrupting the business of the partnership by falsely holding himself out to third parties as a member of the partnership and denying license requests without any authority to do so. He is also unfairly and fraudulently attempting to divert license fees properly belonging to the partnership to himself through false claims that he has control over the partnership assets. Finally, he is unfairly competing with the Original GNR partnership by re-recording Original GNR songs and offering a license of only his re-recorded version.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

36. The wrongful acts and unfair competition of Axl has caused, and will continue to cause, immediate and irreparable injury to Plaintiffs' ongoing and prospective business relationships. Plaintiffs have no adequate remedy at law for the injuries they are presently incurring, and will incur in the future, as a result of the false claims of ownership and control made by Axl.

37. Plaintiffs are also informed and believe and thereon allege that Axl, unless and until enjoined and restrained by order of this court, will cause great and irreparable injury to Plaintiffs by falsely claiming ownership and control of the partnership and partnership assets which are owned by Plaintiffs.

38. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

FOURTH CAUSE OF ACTION

(Interference With Prospective Economic Advantage)

39. Plaintiffs incorporate by reference paragraphs 1 through 38, above, as though fully set forth herein.

40. The Original GNR partnership assets are extremely valuable to the partnership in that they generate substantial income in the form of licensing fees. Various third parties regularly request, and are generally granted, licenses to use the partnership assets in exchange for certain fees.

41. As a result of being a member of the Original GNR partnership, and continuing to derive benefits therefrom, Axl was, and continues to be, specifically aware of the value of the partnership assets and the fact that there are regular license requests for these assets by third parties.

42. Axl has wrongfully interfered with the issuance of synchronization licenses for use of Original GNR performances which were and are requested for various films, commercials, television programs and other projects. For example, in July 2002, with respect to the request for a synchronization license for the motion picture "Old School," Axl wrongfully and without any authority, held himself out as having the authority to deny such license and rejected the request for a license to use the original version of "Welcome to the Jungle." By way of another example,

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

in December 2002, the television show "Insomniac With Dave Attel" requested a license for use of certain recordings in the GNR catalogue. Axl, again and without any authority, held himself out as having the authority to deny such license and rejected the request for such license.

43. Axl's interference is not only wrongful, but is also fraudulent in that he is holding himself out to third parties as a member of the Original GNR partnership, when in fact, he is no longer a member. In addition, such conduct is also an unfair trade practice in violation of Business and Professions Code section 17200, et seq., as alleged above.

44. As a proximate result of Axl's wrongful interference in the business of the partnership, the partnership has lost substantial income, in an amount that exceeds the jurisdictional limit of this Court. Plaintiffs presently cannot ascertain the exact amount of damages which they have sustained as a direct and proximate result of Axl's various breaches, but will seek leave of Court to amend this complaint to state the exact amount of damages when it has been ascertained.

45. Axl's wrongful interference in the business of the partnership was malicious, fraudulent and oppressive, and undertaken in conscious disregard of Plaintiffs' property rights. Plaintiffs are therefore entitled to an award of punitive and exemplary damages in an amount sufficient to punish Axl and deter him from similar future conduct.

46. Plaintiffs are also informed and believe and thereon allege that Axl, unless and until enjoined and restrained by order of this court, will cause great and irreparable injury to Plaintiffs by falsely claiming ownership and control of the partnership and partnership assets which are owned by Plaintiffs.

47. Plaintiffs have no adequate remedy at law for the injuries they are presently incurring, and will incur in the future, as a result of the false claims of ownership and control made by Axl.

48. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

FIFTH CAUSE OF ACTION

(Declaratory Relief)

49. Plaintiffs incorporate by reference paragraphs 1 through 48, above, as though fully set forth herein.

50. An actual controversy has arisen, and now exists, between Plaintiffs and defendant Axl Rose concerning their respective rights and duties, in that Plaintiffs contend that effective December 30, 1995, Axl withdrew and was no longer a partner in the Original GNR partnership. Thus, Plaintiffs contend that other than the rights afforded to a "Terminated Member" under the Agreement, effective December 30, 1995, and certain limited rights which relate to approval of license requests, Axl ceased to enjoy the rights of a partner and has not had the right to vote on partnership issues or assert individual control over any Original GNR partnership assets, other than the name "Guns N' Roses."

51. Plaintiffs desire a judicial determination of Axl's rights and duties, and a declaration that the partnership relationship between Plaintiffs and Axl terminated on, or about, December 30, 1995. Plaintiffs further desire a judicial determination that: (a) Axl does not have the right to vote on Original GNR partnership issues or assert any control over any Original GNR partnership assets other than the name "Guns N' Roses;" (b) that Axl has no veto right with respect to the exploitation of the Original GNR partnership assets, including film, video, licensing, and certain master recordings; (c) that Axl has no right to control or be the spokesman for the Original GNR partnership with respect to the ongoing relationship with Geffen and the issuance of licenses for use of Original GNR recordings; and (d) that Axl has no right to control and possession of the Original GNR partnership files, business records and other partnership assets.

52. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

SIXTH CAUSE OF ACTION

(Constructive Trust)

53. Plaintiffs incorporates by reference paragraphs 1 through 52, above, as though fully set forth herein.

54. Plaintiffs are informed and believe that defendant Axl Rose is in custody and control of partnership property, including partnership files, money wrongfully usurped from the Original GNR partnership and other assets to which he is not entitled.

55. Plaintiffs are informed and believe that those partnership files and other assets should be given over to the partnership.

56. Plaintiffs are informed and believes that these files and other assets were knowingly and wrongfully taken by defendant Axl Rose with full knowledge of Plaintiffs's rights and claims.

57. Defendants are, therefore, constructive trustees of all of the commission and other monies wrongfully claimed and diverted to themselves as alleged herein.

58. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

SEVENTH CAUSE OF ACTION

(Conversion)

59. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 58 as if fully set forth herein.

60. Plaintiffs are informed and believe and thereon allege that defendants have taken control and ownership of Plaintiffs' business files and other property belonging to Plaintiffs for their own benefit and use without authority as alleged herein. Defendants, and each of them, refused, and still refuse, to deliver the possession thereof to Plaintiffs and have unlawfully, wrongfully and willfully converted said property and rights of Plaintiffs to their own use.

61. Plaintiffs, are further informed and believe and thereon allege that defendants have falsely claimed ownership of various master recordings owned by Plaintiffs and wrongfully received and retained royalties relating thereto.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

62. As a direct and proximate result of the defendants' conversion of Plaintiffs' interest in musical performances, assets and funds, Plaintiffs have been damaged in an amount not yet certain but alleged to exceed One Million Dollars ($1,000,000.00). Plaintiffs will seek leave of court to amend this complaint to state the exact amount of damages when same has been ascertained.

63. The actions of defendants were malicious, fraudulent and oppressive, and undertaken in conscious disregard of Plaintiffs' property rights. Plaintiffs are therefore entitled to an award of punitive and exemplary damages in an amount sufficient to punish defendants and set an example to others.

64. WHEREFORE, Plaintiffs pray for Judgment as set forth herein.

EIGHTH CAUSE OF ACTION

(Unjust Enrichment)

65. Plaintiffs incorporate by reference paragraphs 1 through 64, above, as though fully set forth herein.

66. Defendant Axl Rose has realized substantial monetary gain and benefit from interfering with the business opportunities of the partnership, including inducing third parties to pay Axl royalties and commissions to which he was not entitled. In or around April of 2003, Axl negotiated a licensing fee for himself which exceeded his fair partner's share for the use of the song "Paradise City." Plaintiffs are informed and believe, and thereon allege that Axl engaged in similar activities with respect to the use of other partnership assets.

67. Defendant Axl Rose has been unjustly enriched to the damage, detriment and exclusion of Plaintiffs in an amount presently unknown, but which exceeds the jurisdictional limits of this Court. It would be fundamentally unjust and unfair to allow Axl to retain the benefits he received in such manner, and all such money should be paid to the partnership.

68. WHEREFORE, Plaintiffs pray for judgment as set forth herein.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

NINTH CAUSE OF ACTION

(Accounting)

69. Plaintiffs incorporates by reference paragraphs 1 through 68, above, as though fully set forth herein.

70. Defendants and each of them, have collected sums otherwise payable and owing to Plaintiffs, the amounts of which are unknown to Plaintiffs.

71. Plaintiffs have demanded that defendants, and each of them, fully account for and deliver to Plaintiffs the sums by which defendants were paid for licenses as described herein, but defendants have failed and refused, and continue to fail and refuse to do so.

WHEREFORE, Plaintiffs pray for judgment against defendants, and each of them, as follows:

ON THE FIRST CAUSE OF ACTION

(Breach of Written Contract)

For general and special damages in an amount to be determined at trial, according to proof.

ON THE SECOND CAUSE OF ACTION

(Breach of Fiduciary Duty)

For damages in an amount to be determined at trial, according to proof and for punitive damages.

ON THE THIRD CAUSE OF ACTION

(Violation of the Unfair Competition Law, Business & Professions Code § 17200, et seq.)

Pursuant to Section 17203 of the California Business and Professions Code, for a disgorgement of any profits generated by Axl as a result of his unfair and fraudulent activities, restitution of any funds obtained from Plaintiffs, and any other equitable relief the Court deems just and appropriate to remedy and prevent further acts of unfair competition by Axl.

ON THE FOURTH CAUSE OF ACTION

(Interference With Prospective Economic Advantage)

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

For damages in an amount to be determined at trial, according to proof and for punitive damages. In addition, for an injunction directing Axl, his attorneys and agents to discontinue representing to any and all third parties that (a) Axl is still a partner in the Original GNR partnership; (b) that Axl has a veto right with respect to Original GNR partnership decisions to use or license for use partnership assets; (c) that Axl has a right to possess and control Original GNR partnership assets; and (d) that Axl has the right to make decisions effecting the relationship between Original GNR assets and Geffen with respect to master recordings created prior to Axis withdrawal in 1995.

ON THE FIFTH CAUSE OF ACTION

(Declaratory Relief)

For a declaration that (a) the Original GNR partnership relationship between the Plaintiffs and Axl Rose terminated on, or about, December 30, 1995; (b) Axl does not have the right to vote on Original GNR partnership issues or assert any control over any partnership assets other than the name "Guns N' Roses," (c) that Axl has no veto right with respect to the exploitation of Original GNR partnership assets, including film, video, licensing, and certain master recordings; (d) that Axl has no right to control or be the spokesman for the Original GNR partnership with respect to the ongoing relationship with Geffen and the issuance of licenses for use of the Original GNR recordings; (e) that Axl has no right to control and possession of the Original GNR partnership files, business records and other partnership assets; (f) that Plaintiffs are entitled to reimbursement of all partnership commissions paid to Axl in the form of "creative producer's fees" or other improper and unfair means; and (g) for a declaration that defendants have a duty to provide Plaintiffs with accountings of the monies that Axl has received from third parties for the use of Original GNR partnership assets. In addition, Plaintiffs seek damages in an amount to be determined at trial, according to proof.

ON THE SIXTH CAUSE OF ACTION

(Constructive Trust)

For imposition of a constructive trust with respect to all monies or other assets which are properly the property of Plaintiffs.

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

ON THE SEVENTH CAUSE OF ACTION

(Conversion)

For an order directing that Axl, and all of his representatives, accountants, agents and employees return to the partnership all of the Original GNR partnership property under their possession, custody or control.

ON THE EIGHTH CAUSE OF ACTION

(Unjust Enrichment)

For damages in an amount to be determined at trial, according to proof.

ON THE NINTH CAUSE OF ACTION

(Accounting)

For a full accounting of all monies due to Plaintiffs and for damages in an amount to be determined at trial, according to proof.

ON ALL CAUSES OF ACTION

1. For interest on all amounts at the maximum legal rate;
2. For costs of suit incurred herein; and
3. For such other and further relief as the Court may deem just and proper.

Dated: April 21, 2004

JOHNSON & MISKEL
Glendon W. Miskel

By: _____ by ZFM
Glendon W. Miskel
Attorneys for Plaintiff
MICHAEL McKAGAN p/k/a DUFF

Dated: April 21, 2004

KATTEN MUCHIN ZAVIS ROSENMAN
Zia F. Modabber
Nayssan L. Parandeh

By: _____
Zia Modabber
Attorneys for Plaintiff
SAUL HUDSON p/k/a SLASH

APPETITE FOR DISCUSSION
www.a-4-d.com
GNRchive.com

W. AXL ROSE
5035 LATIGO CANYON ROAD
MALIBU, CALIFORNIA 90265

AUGUST 31, 1995

Saul Hudson, p/k/a "Slash"
Michael "Duff" McKagan
c/o Doug Goldstein
FD Entertainment
10801 National Blvd.
Suite 550
Los Angeles, CA 90064

Gentlemen:

This will serve as notice pursuant to paragraph 4(a) of the memorandum of agreement entered into as of September 1, 1992 among us regarding our professional services in Guns N' Roses.

Effective 120 days from today or December 30th, 1995, I will withdraw from the partnership. Further, pursuant to my rights in accordance with paragraph 4(d), I intend to use the name "Guns N' Roses" in connection with a new group which I will form.

I am interested in discussing with each of you your membership in such group and mutually acceptable terms for such membership.

Very truly yours,

W. Axl Rose 8/31/95

W. Axl Rose
8/31/95

Bert M. Deixler
of McCambridge, Deixler,
Marmaro & Goldberg

EXHIBIT B